



U.S. Department of Justice

Environment and Natural Resources Division

90-11-3-06529/10

*Environmental Enforcement Section
301 Howard Street, Suite 1050
San Francisco, CA 94105*

*Telephone (415) 744-6491
Facsimile (415) 744-6476*

August 6, 2014

Via Federal Express

James Stull, President
Continental Heat Treating, Inc.
10643 Norwalk Boulevard
Santa Fe Springs, CA 90670

Re: Continental Heat Treating, Inc.
Tolling Agreement related to Omega Chemical Corporation Superfund Site

Dear James Stull:

This letter relates to the U.S. Environmental Protection Agency (EPA)'s ongoing efforts to investigate and remediate contaminated groundwater at the Omega Chemical Corporation Superfund Site (Site), Operable Unit 2 (OU2), in Los Angeles County, California. The Site encompasses the former location of the used solvent and refrigerant recycling, reformulation, and treatment facility known as Omega Chemical, at 12504 and 12512 Whittier Boulevard in Whittier, California, as well as the plume of contaminated groundwater emanating from the Omega Chemical property, much of which has commingled with chemicals released at other locations into a continuous plume approximately 4.5 miles long and 1.5 miles wide.

On December 18, 2013, EPA sent Continental Heat Treating, Inc. a general notice letter under Section 122(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9622(e), regarding Continental Heat Treating, Inc.'s responsibility for cleaning up the Site and paying costs EPA has incurred in responding to releases at the Site. As you may be aware, EPA is in settlement negotiations for reimbursement of such costs and performance of remedial design/remedial action, as described in EPA's September 20, 2011 Interim Action Record of Decision (ROD).

The United States, on behalf of EPA, contends that it may have a cause of action against Continental Heat Treating, Inc. pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, for cost recovery and performance of response actions, due to releases or threatened releases of hazardous substances at the Site. In order to avoid the burden and expense of litigation, however, and to allow additional time for settlement negotiations, the United States wishes to enter into the enclosed tolling agreement with Continental Heat Treating, Inc.

For these reasons, we ask that you **provide a signed tolling agreement to EPA no later than August 19, 2014**. This is a uniform tolling agreement that we are sending to all noticed potentially responsible parties (PRPs) at the Site; due to the number of PRPs, we do not anticipate making any changes to the agreement. If you do not provide a signed tolling

agreement by such date, the U.S. Department of Justice may file a civil action against Continental Heat Treating, Inc. in U.S. District Court.

Please send the signed tolling agreement to:

Victoria Reeder
U.S. Department of Justice
Environment & Natural Resources Division
Environmental Enforcement Section
301 Howard Street, Suite 1050
San Francisco, CA 94105
Victoria.Reeder@usdoj.gov

If you provide a pdf signature page, please also provide an original hard copy.

If you have any questions about this matter, please contact Steve Berninger, EPA Assistant Regional Counsel, at (415) 972-3909, or berninger.stephen@epa.gov. After August 22, please contact Karl Fingerhood, U.S. Department of Justice, at (202) 514-7519, or karl.fingerhood@usdoj.gov.

We understand that Continental Heat Treating, Inc. would like to meet with EPA to further discuss matters related to its facility and remediation of OU2 contamination. We will be in touch shortly after receiving the tolling agreement to schedule a date for such a meeting.

We appreciate your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Fingerhood", written over a horizontal line.

Karl Fingerhood
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice

A handwritten signature in blue ink, appearing to read "D. Gitin", written over a horizontal line.

Deborah Gitin
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
United States Department of Justice

Enclosure

cc (w/enc.): S. Berninger, EPA

TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL
RESPONSE, COMPENSATION AND LIABILITY ACT,
RELATING TO THE OMEGA CHEMICAL CORPORATION SUPERFUND SITE

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 U.S.C. §9601, *et seq.*, against Continental Heat Treating, Inc. (“Defendant”) for, *inter alia*, the recovery of unreimbursed response costs at the Omega Chemical Corporation Superfund Site in Los Angeles County, California (the “Tolled Claims”).

The United States and Defendant (“Parties”) enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on August 1, 2014 and ending on July 31, 2015, inclusive (the “Tolling Period”), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. Defendant shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.
6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to defendant. Where the

United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendant or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties, or any claims that Defendant may have.

9. The Parties acknowledge that federal law imposes an obligation to implement a litigation hold when litigation is reasonably anticipated. The Parties agree that at least as of the date of this agreement, they reasonably anticipate litigation over the Tolerated Claims.

10. This Tolling Agreement is effective upon execution by the Defendant, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency and upon Defendant and its successors.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this ____ day of August, 2014.

HENRY FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
(with authority by Karl Fingerhood or Deborah
Gitin)

Karl Fingerhood or Deborah Gitin
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

Defendant consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of August, 2014.

Name: _____

Title: _____



August 11, 2014

Dear Customer:

The following is the proof-of-delivery for tracking number **594833002048**.

Delivery Information:

Status:	Delivered	Delivered to:	Shipping/Receiving
Signed for by:	J.AGUILERA	Delivery location:	10643 NORWALK BLVD Santa Fe Springs, CA 90670
Service type:	FedEx Priority Overnight	Delivery date:	Aug 7, 2014 08:59
Special Handling:	Deliver Weekday Direct Signature Required		



Shipping Information:

Tracking number:	594833002048	Ship date:	Aug 6, 2014
		Weight:	0.5 lbs/0.2 kg

Recipient:
James Stull
Continental Heat Treating Inc.
10643 Norwalk Boulevard
Santa Fe Springs, CA 90670 US

Shipper:
Omega
Toeroek Associates, Inc.
1300 Clay Street
Suite 450
Oakland, CA 94612 US
9063-006

Reference

Thank you for choosing FedEx.